

1 **IRA VASS**

2 6920 Charing Cross Road
Oakland, CA 94705

3 In Pro Per

4 **UNITED STATES DISTRICT COURT**

5 **IN AND FOR THE NORTHERN DISTRICT OF CALIFORNIA**

6
7 **CV 12 4094** **DMR**
Case No:

8 **IRA VASS,**

9 **PLAINTIFF,**

10 **V.**

11 **JP MORGAN CHASE, NA,**
12 **AND DOES 1-10,**

13 **DEFENDANTS.**

**COMPLAINT FOR VIOLATION OF THE
PROTECTING TENANTS IN
FORECLOSURE ACT OF 2009
(12 U.S.C. § 5220)**

14
15 **INTRODUCTION**

16 **JURISDICTION**

17 This Court has jurisdiction over this matter as a result of Diversity of the parties and also
18 a Federal Question for Violation of 11 U.S.C. §5220 (Protecting Tenants In Foreclosure Act of
19 of 2009) ("PTFA").

20
21 **PARTIES**

22
23 1. Plaintiff IRA VASS ("VASS") is an individual residing in the County of
24 Alameda.

FILED
2012 AUG -2 P 12:50
RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
E-filing
N/P

1 2. Upon information and belief, Defendant JP MORGAN CHASE, NA ("CHASE")
2 is a National Association within the United States,

3 3. At all times mentioned in this complaint, CHASE is and was doing business as a
4 lender in the state of California.

5 4. Plaintiff is ignorant of the true names and capacities of Defendants sued as DOES
6 1-10 inclusive, and therefore sues these Defendants by such fictitious names. Plaintiff will
7 amend this Complaint to allege their true names and capacities when ascertained.

8 5. Plaintiff is informed and believes, and based on information and belief, alleges
9 that at all times mentioned in this complaint Defendants were agents, servants, partners and/or
10 employees of co-defendants, and in doing the actions mentioned below were, unless otherwise
11 alleged, within the course and scope of their authority as such agent, servant, partner, and/or
12 employee with the permission and consent of co-defendants.

13 6. Any allegations about acts of any corporate or other business defendant means
14 that the corporation or other business did the acts alleged through its officers, directors,
15 employees, agents and/or representatives while they were acting within the actual or ostensible
16 scope of their authority.

17 7. Plaintiff believes and is informed and, on that basis alleges, that each of said
18 Defendants including the DOE defendants, were in some manner legally responsible for the
19 unlawful actions, unlawful policies, and unlawful practices complained of herein. Plaintiffs will
20 amend this Complaint to set forth the true names and capacities of said Defendants, along with
21 the appropriate charging allegations when the same have been ascertained.

22 8. Venue is proper in this court because injury and damage to Plaintiffs occurred in
23 its jurisdictional area, the Plaintiff resides in its jurisdictional area, the contracts were entered
24
25

1 into in its jurisdictional area and the unlawful practices were committed in this jurisdictional
2 area.

3
4 **GENERAL ALLEGATIONS**

5 9. This action is brought against Defendants, who have knowingly and intentionally
6 violated the Protecting Tenants in Foreclosure Act of 2009 (codified in 12 U.S.C. Section 5220.)
7
8 ("PTFA").

9 10. Defendants, and each of them, were informed and knew that a plaintiff was a
10 bonafide tenant of the property located at 6920 Charing Cross Road, Oakland, California
11 ("Subject Property"). Said Defendants ignored the notice and related requirements of the PTFA
12 and are not honoring Plaintiff's lease rights.
13

14 **SPECIFIC ALLEGATIONS**

15
16 11. Plaintiff is a tenant in the subject property.

17 12. The subject property was foreclosed upon by Defendant on March 7, 2012.

18 13. Plaintiff notified Defendant that she was a tenant in the property and did respond
19 to defendants and offered to have defendant inspect the property.

20 14. On or about June 16, 2012, Defendant served and eviction lawsuit on Plaintiff.

21 15. Plaintiff followed California Law and filed a Claim to Right of Possession on or
22 about June 26, 2012.

23 16. Instead of going to trial to contest my tenant rights, Defendant ignored this
24 requirement and obtained a Default Judgment on or about July 5, 2012.
25

1 17. On or about July 10, 2012, Plaintiff notified Defendant of these violations and
2 requested that the Default Judgment be set aside.

3 18. Defendant proceeded to obtain a writ of possession and attempted to lock me out
4 of my residence on or about July 24, 2012.

5 19. Plaintiff is not the borrower on the mortgage loan that was foreclosed upon by
6 Defendant.

7 20. Plaintiff is not related to the borrower in any way.

8 21. Plaintiff entered into a bonafide lease which requires the payment of rent that is
9 not substantially less than fair market rent for the subject property.

10 22. Said lease was entered well in advance of the "date of notice of foreclosure".

11 23. Plaintiff's lease was the result of an arms-length transaction; and

12 24. Defendant's and each of them were notified of the facts set forth in paragraphs 20.
13 , 22 and 23 herein.
14

15 **FIRST CAUSE OF ACTION**
16 **VIOLATION OF 12 U.S.C SECTION 5220 – PROTECTING TENANTS IN**
17 **FORECLOSURE ACT**

18 25. Plaintiff realleges and incorporates by reference all paragraphs above, as though
19 fully set forth in this cause of action.

20 26. Defendants have violated and continues to violate the PTFA (12 U.S.C. Section
21 5220) , by attempting to evict Plaintiff and ignoring Plaintiff's lease rights.

22 27. Defendants knew or by the exercise of reasonable care should have known that
23 Plaintiff was entitled to protection under the PTFA.
24
25

PLAINTIFF PRAYS FOR JUDGMENT AS FOLLOWS:

- Dated: August 1, 2012

- 5 -